

**Tippecanoe County Board of Commissioners
Cropland Cash Rental Agreement**

Section I.

1. This lease is made this 21st day of September, 2020, by and between Tippecanoe Board of Commissioners, hereinafter called the Landlord, and GDB Farms, LLC, hereinafter called the Tenant.

2. The Landlord, in consideration of the agreement with the Tenant hereinafter set forth, hereby leases to the Tenant, to occupy and to use for agricultural purposes only, the farmland listed below:

Common Name: Tippecanoe County Farm Tillable Acres: 121.98

Farm located in Tippecanoe Township, Tippecanoe County, Indiana, located south of Harrison High School and south and west of Burnett Creek Elementary School. (See map attached as Exhibit A, the lease will be for the 121.98 acres identified as parcels 1-6 and 15 on the map.)

3. This lease shall become effective on the 1st day of September, 2020 and shall continue in force until the 31st day of August, 2023. This lease shall NOT automatically renew without a jointly signed renewal.

Section II. Land Use:

1. Approximately 121.98 acres of the farm are available to be cultivated. Tenant may grow any crop desired on the farmland that is not classified as a noxious weed under the Noxious Weed Act of the Indiana Legislature.

2. During each year that this lease becomes effective, sufficient legume or legume-grass shall be seeded or maintained to provide the necessary set-aside acres, if any. The seed required for such crops shall be furnished by the Tenant. If any legume or legume-grass seedlings fail, the substitute crop or crops shall be mutually agreed upon.

Section III. Amount of Rent and Time of Payment:

1. The tenant shall pay to the Landlord the sum of \$22,566.30 annual rent for the entire farmland, referred to in Section I, calculated as follows:

$$121.98 \text{ at } \$185 \text{ per acre} = \$22,566.30$$

The annual cash rent shall be paid in two installments, the first payment of \$11,283.15, paid on or before April 1st and the second payment of \$11,283.15 due November 1st during the contract years. All payments shall be due at the Landlord's office located at the County Commissioners Office, 20 North 3rd Street, Lafayette, IN 47901. (Phone: 423-9215.) Any unpaid rent shall bear interest at the rate of 5 percent (5%) per annum from the date due until paid. All rent due shall be paid in full before the Tenant removes his personal property from the farm at the termination of this lease.

Section IV. Landlord Responsibilities

The Landlord agrees to:

1. Furnish the land.
2. Pay all the taxes and the assessments against the real estate, all taxes on the Landlord's personal property on the farm, and premiums for the insurance carried on the farm buildings, if any.
3. Furnish all materials for the repair, improvement and construction of drains, fences and outbuildings on the farmland as deemed necessary in the Landlord's opinion.
4. Provide the labor for making all major improvements and major repairs on drains, and out buildings on the farm. Minor drainage repair and maintenance are duties of the Tenant.

Section V. Tenant Responsibilities

The Tenant Agrees to:

1. Follow the farming practices that are generally recommended for and that are best adapted to this type of farm and for this locality unless other practices are agreed upon.
2. Furnish all labor, power, machinery and movable equipment and all operation and maintenance expenses therefore to operate the farmland.
3. Cut the weeds in lots, fence rows and along roads whenever necessary to prevent re-seeding. Mow untilled areas at least once each year when it is most effective to destroy weeds and other undesirable plants.
4. Follow generally recommended and agreed upon practices in plowing, planting and cultivating to prevent excessive loss of soil and water through sheet erosion. Maintain grass waterways and control gullies in their early stages.
5. At Tenant's sole expense, provide fertilizer sufficient to maintain or increase the fertility of the soil.
6. Neither assigns this lease to any person or persons nor sublet any part of the real estate for any purpose without the written consent of the Landlord.
7. Sow, without cost to the Landlord, all grass, legume or legume-grass sod crop seed.
8. Yield peaceable possession of the farm at the termination of this lease.
9. Provide Landlord with a Certificate of Insurance showing evidence of general liability coverage of at least \$1 million per acre occurrence.
10. Follow all practices required by the Farm Services Agency and other regulations that

are applicable to these acres.

11. Provide Landlord with documentation required by and acceptable to the local Farm Service Agency (FSA) regarding verification of the yields for the FSA program.

Section VI. Rights and Privileges

1. The Landlord, or anyone designated by him, shall have the right of entry at any mutually convenient time to inspect his property and/or farming methods being used.

2. The Landlord's representative, unless otherwise designated, shall be any of the three elected County Commissioners.

3. The tenant shall have the right of entry for the purpose of harvesting crops seeded before the termination of the lease in accordance with normal farming practices, to sell his interest in such crops either to the Landlord or to the succeeding Tenant. If the Tenant, in view of the approaching termination of the lease, fails to plant crops in accordance with accepted farming practices, the Landlord or his designated agent shall have the right of entry to plant such crops.

4. If this lease is terminated before the Tenant shall have obtained the benefits from any other labor or expense he may have made in operating the farm, according to contract or agreement with the Landlord during the current lease years, the Landlord shall reimburse the Tenant.

Section VII. Enforcement of Agreement

1. Failure of either the Landlord or the Tenant to comply with the agreements set forth in this lease shall make him liable for damages to the other party. Any claim by either party for such damages shall be presented in writing to the other party at least 30 days before termination of this lease.

2. If either or both of the parties to this lease die during the term of the lease, the provisions of this lease shall be binding on the heirs, executors, administrators, and assigns of the party or parties involved.

Section VII. Signatures

Landlord Tippecanoe County

Tracy A. Brown

Thomas P. Murtaugh

David S. Byers

Tenant:

GDB Farms, LLC
GDB Farms, LLC

By: Gary D. Brown
Gary D. Brown, member

USDA Farm 1128 Tract 991

Administered by: Tippecanoe County, Indiana

OP: GDB FARMS LLC

OW: TIPPECANOE COUNTY

Source: Primarily USDA NAIP 2018 imagery; IDHS or Dynamap roads; FSA data 2020-04-25 06:27:47

2020 Certification map prepared on: 4/25/2020
 186.01 Tract acres
 123.95 Cropland acres
 0 CRP acres

CRP
 CLU

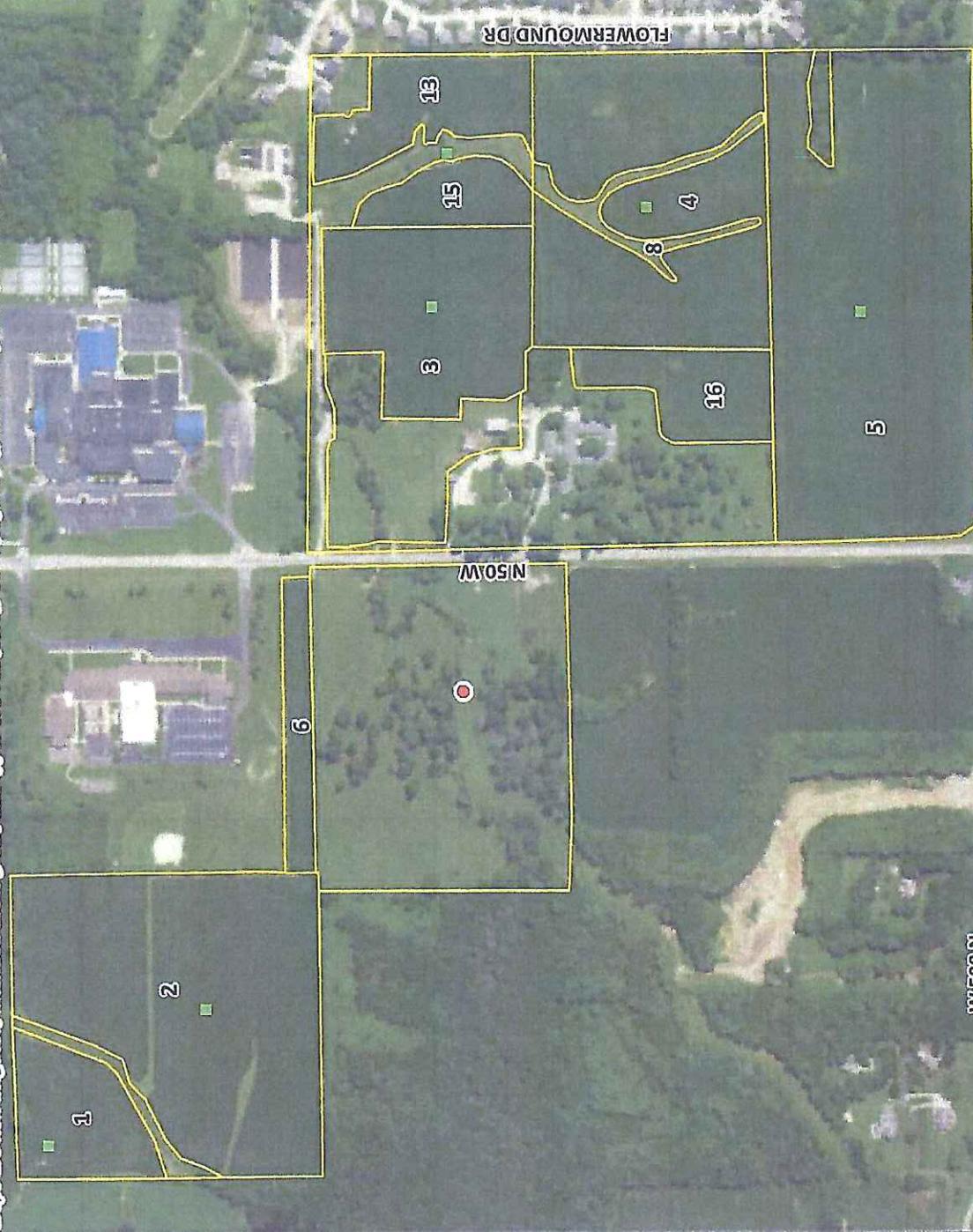
Wetland Determination Identifiers:

- Restricted Use **TRS: 24N4W30**
- ▼ Limited Restrictions **Tippecanoe Co., IN**
- Exempt from Conservation Compliance

Provisions Page 1 of 2

Crops are non-irrigated, intended use is grain, and types are YEL (corn), COM (soybeans), and SRW (wheat) unless noted.

CLU	Acres	HEL	LC	Contract	Prac	Yr	CI
1	5.89	N	2				Y
Crop: _____							
Date: _____							
Shares: _____							
2	26.79	H	2				Y
Crop: _____							
Date: _____							
Shares: _____							
3	12.54	N	2				Y
Crop: _____							
Date: _____							
Shares: _____							
4	23.2	H	2				Y
Crop: _____							
Date: _____							
Shares: _____							
5	35.43	N	2				Y
Crop: _____							
Date: _____							
Shares: _____							
6	3.11	H	2				Y
Crop: _____							
Date: _____							
Shares: _____							
8	1.97	H	2				Y
Crop: <i>Water wrap</i>							
Date: _____							
Shares: _____							
13	6.44	H	2				Y
Crop: _____							
Date: _____							
Shares: _____							



USDA FSA maps are for FSA program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts information provided directly from the producer and/or NAIP Imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.

